

***United States Court of Appeals
for the Second Circuit***



APPENDIX

7-17-75
75-5013

United States Court of Appeals

FOR THE SECOND CIRCUIT

In the Matter
of

STANNDCO DEVELOPERS INC.

Motion of Amadori Construction Co., Inc. to modify stay
of proceedings in the New York Supreme Court, Erie
County v. Stanndco Developers, Inc. and Travelers
Indemnity Company for foreclosure of mechanics lien.

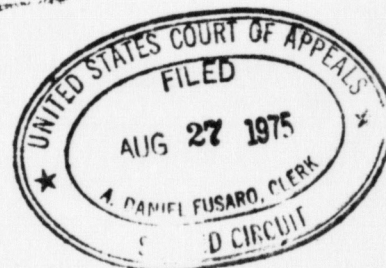
APPEAL FROM ORDER DENYING VACATION OF STAY
BK 74 282.

JOINT APPENDIX

FRANCIS X. MURPHY,
Attorney for Appellant,
914 Abbott Road,
Buffalo, New York 14220.

JAMES B. DOYLE,
Attorney for Trustee, Appellee,
529 Times Square Building,
45 Exchange Street,
Rochester, New York.

BATAVIA TIMES, APPELLATE COURT PRINTERS
A. GERALD KLEPS, REPRESENTATIVE
BATAVIA, N. Y. 14020
716-349-0487



PAGINATION AS IN ORIGINAL COPY

INDEX TO APPENDIX

	PAGE
Docket Entries	1
Complaint with annexed summons & complaint in State court	6
U.S.D.J. Harold Burke: Letter treating complaint as motion	20
Answer of Trustee	21
Affidavit of Thomas H. Traynor with annexed letter of credit	23
Order of Hon. Harold P. Burke U.S.D.J. Appealed from	26
Notice of Appeal	29

Docket Entries.

NAME OF BANKRUPT/DEBTOR STANCO DEVELOPERS, INC.		DIST. NO. 300	DIV. NO.	DOCKET NO. 92-74-282
Last First Middle IND 18-1003759		CHAPTER OR SECTION X		CHECK IF <input checked="" type="checkbox"/> Voluntary <input type="checkbox"/> Involuntary <input type="checkbox"/> Fee paid in installments <input checked="" type="checkbox"/> Corporation
DATE PETITION FILED 2-5-74		DATE CLOSED		OCCUPATION <input type="checkbox"/> Farmer <input type="checkbox"/> Employee <input type="checkbox"/> Professional <input type="checkbox"/> Other (Non-business) <input type="checkbox"/> Merchant <input type="checkbox"/> Manufacturer <input type="checkbox"/> Other (Business)
ADDRESS OF BANKRUPT/DEBTOR (Number and Street) 40 Wilderbar Road		DATE DISCHARGED		PETITION DISMISSED? <input type="checkbox"/> YES <input type="checkbox"/> NO
CITY Rochester	ZONE	COUNTY Monroe	STATE NY	NAME OF JUDGE Harold J. Burke
NO ASSET CASES ONLY CLAIMS AS SCHEDULED <input checked="" type="checkbox"/>		TOTAL \$	PRIORITY \$	SECURED \$
UNSECURED \$		NAME OF REFEREE		
ATTORNEY FOR BANKRUPT OR DEBTOR	NAMES AND ADDRESSES Martin, Datcher, Cooks, Housne & Vidor 25 East Main St. Rochester, New York 14614			
ATTORNEY FOR PETITIONING CREDITORS	Francix X. Murphy (for appellant Amadori Construction Co., Inc) 914 Abbott Rd., Buffalo, N.Y. 14220			
RECEIVER				
ATTORNEY FOR RECEIVER				
TRUSTEE	George Moffenberg 350 Reynolds Arcade Bldg. Rochester, New York 14614			
ATTORNEY FOR TRUSTEE	James B. Doyle 529 Times Sq. Bldg. Rochester, New York			
CHANGES OF PRINCIPALS				
DATE	PROCEEDINGS			
2-5-74	Filed Order Approving Petition and Appointing a Trustee. March 25, 1974 set as hearing date for objections to the retention of the Trustee.-Burke, DJ in Roch.			
" "	Filed Voluntary Petition for Corporate Reorganization.			
2-11-74	Filed Bond of Trustee.\$100,000.00***			
2-19-74	Filed Order authorizing Continuance of Pending Action and Modifying Restraining Order.-Burke, DJ.			
2-21-74	Filed Order to Show Cause why Trustee shouldnot Authorize Subsidiary to sell condominium units.-Burke, DJ			
2-28-74	Filed Order to Show Cause for Modification of Restraining Order, etc., ret.3/7/74 at 12:30P.M. Burke, DJ			
3-4-74	Filed Application and Order approving the employment of Lester Hochberg, Thomas H. Trayner, Darrell L. Hale and John Mannell to assist Trustee.-Burke, DJ.			

FORM BK 74 B
SEP. 1962

UNITED STATES DISTRICT COURTS
BANKRUPTCY DOCKET - COPY



CHECK THIS BOX IF FILING FEES WERE
PAID IN FULL AT TIME OF FILING

Docket Entries.

- 3-4-74 Filed Stipulation and Order Authorizing Joyce of Florida, Inc. to sell condominium units.-Burke,DJ'
- 3-5-74 Filed Notice of Appearance and Demand.
- 3-11-74 Filed Order to Show Cause for Exchange of Interests in Partnership by Trustee, ret. 3/25/74.-Burke,DJ.-No opposition
- 3-25-74 Filed in Roch., Order to Show Cause for modification of restraining order on March 28, 1974 at 12:00 noon.-Burke,DJ.Grante
- " " Filed in Roch., Exhibits to the Application of Southeast Mortgage, for Modification of Restraining Order. *On Roch.*
- " " Filed in Roch., Trustee's affidavit of mailing notice to creditors and stockholders. *On Roch.*
- " " Filed in Roch., proof of publication of notice of hearing. *On Roch.*
- " " Filed in Roch., Trustee's affidavit of mailing. *On Roch.*
- 3-25-74 Hearing of objection to retention of the Trustee-no opposition.
- 4-2-74 Filed Order authorizing appointment of Attorney for Trustee. James B. Doyle, Esq.-Burke,DJ
- 4-8-74 Filed Report of Trustee to Court.
- " " Filed Order Authorizing Trustee to Borrow money on Secured basis to complete Real Estate Construction-Burke,DJ'
- 5-20-74 Filed Order Fixing Hearing to show Cause on application to issue Certificates of indebtedness for completion of Walden-Batavia, Inc etc, on May 28, 1974.-Burke,DJ'
- " " Filed Order to Show Cause to Void Judgment Liens, hearing date set for May 28, 1974.Burke,DJ'
- " " Filed Order fixing hearing to show cause on application to issue certificates of indebtedness for completion of Willow Pond Planned Unit Development.,Burke,DJ Hearing date set for May 28, 1974
- 5-29-74 Filed Affidavit of mailing by James B. Doyle of Order to void Judgment liens. *On*
- " " Filed Affidavit of mailing by James B. Doyle for Application to Show Cause re Walden-Batavia and Whitney Ridge
- " " Filed Affidavit of mailing by James B. Doyle on Application to Show Cause re Willow Pond Planned Unit Dev.
- 5-28-74 Hearing on Order to Show Cause to void judgment liens. No Opposition. Granted.
- " " Hearing to Show Cause on application to issue certificates of indebtedness of Walden-Batavia, etc. No Opposition
- " " Hearing on application to issue certificates of indebtedness of Willow Pond. To be submitted Friday, 5/31/74.
- 6-3-74 Filed Order authorizing Trustee to settle the controversy with Rochester Housing Auth., etc.-Burke, DJ
- 5-12-74 Filed Order Vacating Judgment Liens Against Real Property. BURKE, DJ (mailed orig. to Roch.)
- 5-14-74 Filed Appl. & Order fixing hearing to show cause on Trustee's application to issue certificates of indebtedness for completion of Whitney Ridge Couplets, ret. 6-24-74, at 10:00 a.m., BURKE, DJ, and Stipulation between Trustee and Mechanic's Lienors on Whitney Ridge Town House and Couplets Projects.
- 5-19-74 Filed Order directing Trustee to complete the sale of certain premises, etc.-Burke,DJ
- 6-25-74 Filed Affidavit of Mailing re Whitney Ridge Couplets
- " " Filed Order granting Motion for Authorization to Exchange Interests in Partnership by Trustee.-Burke,DJ

Docket Entries.

#2

STANNDCO DEVELOPERS, INC.

BK-74-282

DOCKET NUMBER

DATE	PROCEEDINGS
6-24-74	Hearing to show cause on Trustee's application to issue certificates of indebtedness for completion of Whitney Ridge Couplets.-No Opposition. Granted.
7-1-74	Filed Petition and Order directing Trustee to complete the sale of certain premises.-Burke,DJ
" "	Filed Petition and Order authorizing Trustee to complete the sale re Motor Vehicles.-Burke,DJ
" "	Filed Petition and Order directing Trustee to complete the sale re (Lot 211 Forest Manor Subdivision).-Burke,DJ
" "	Filed Petition and Order directing Trustee to complete the sale re (Lot E-85 Wedgewood Park Subdivision).-Burke,
7-3-74	Filed Order to Show Cause why an Order should not made declaring the Bankrupt has no interest in real property, ret. 7/8/74.-Burke,DJ
7-8-74	No Opposition
7-10-74	Filed Order directing Trustee to complete the sale of certain premises, etc.-Burke,DJ
7-12-74	Filed Affidavit of Service re OTSC filed on 7/3/74.
7-19-74	Filed Order Authorizing Issuance of Certificates of Indebtedness for Willow Pond Planned Unit Dev.-Burke,DJ
7-29-74	Filed Order approving compromise of Mechanic's lien claim against the Northeast District Council, Inc.-BurkeDJ
7-31-74	Filed Order Approving Certificates of Indebtedness re Walden-Batavia, Inc.-Burke,DJ
8-1-74	Filed Order Approving Employment of Accountants Main Lafrentz & Co.-Burke,DJ
" "	Filed Order Approving Certificates of Indebtedness re Whitney Ridge Town Houses.-Burke,DJ
Aug. 13	Filed order to show cause why Trustee should not convey all right, title etc. to the real property of Walden-Batavia, Inc. etc. ret. 8-19-74
8-2-74	Filed Petition and Order directing Trustee to sell certain premises re (90) acre parcel, Town of Ogden, etc.-Burke,DJ
" "	Filed Order approving certificates of indebtedness re Willow Pond P.U.D.-Burke,DJ
" "	Filed Order approving certificates of indebtedness re Whitney Ridge Couplets-Burke,DJ
8-29-74	Filed Order determining Debtor has no interest in certain property.-Burke,DJ
9-4-74	Filed Affidavit of mailing.
9-11-74	Filed Order Approving sale by Trustee to Walden-Batavia, Inc. Apratment Project.-Burke,DJ
9-20-74	Filed Order authorizing Rochester Savings Bank to foreclose its mortgage in the Supreme Ct., NY, but than no personal judgment be demanded against said Trustee.-Burke,DJ
10-29-74	Filed Application and Order authorizing Trustee to borrow money on secured basis to complete real estate construction Burke,DJ
11-6-74	Filed Order fixing hearing to show cause on Application by Trustee to issue Certificates of Indebtedness re Whitney Ridge, returnable 11/25/74. Burke,DJ

Docket Entries.

DATE	PROCEEDINGS
11-15-74	Filed order authorizing Trustee to complete the sale of certain premises known as Lot R-1 to Emil and Linda E. Gottwald.-Burke,DJ
11-25-74	Adj. to 12/9/74
12-9-74	Filed Affidavit of mailing by James B. Doyle
" "	Order to show cause why Trustee should not be authorized to issue certificates of indebtedness re Whitney Ridge. Agreed to. Order to be submitted.
12-23-74	Filed in Rochester, Trustee's preliminary report.
1975	
1-22-75	Filed Order directing Trustee to complete the sale of certain premises re Lot #E-19, Wedgewood Park Subdivision to Rafael Rodriguez.-Burke,DJ
" "	Filed Order authorizing Trustee to Mortgage real estate (21 Lots Tropic Palms Subdivision).-Burke,DJ
2-3-75	Filed Order approving Trustee's certificates of indebtedness re Whitney Ridge Project.-Burke,DJ
* 2-4-75	see below
2-5-75	Filed in Rochester, Order extending time to file Financial Report.-Burke,DJ
	Filed in Rochester, Trustee's Report for Year ending February 5, 1975.
2-6-75	Filed Motion by Marine Midland Bank Western to vacate and set aside order dated February 5, 1974 that stays and enjoins Marine Midland from pursuing all action, etc. returnable 2/24/75.- Adj. to 4/28/75
2-27-75	Filed Complaint by Unadilla Silo Co. for an Order permitting it to proceed action pending in Supreme Court, Otsego County. Ret. 3/10/75: Adj. to 4/14/75 adj. to 4/28/75
2-28-75	Filed Order authorizing Rochester Savings Bank to foreclose mortgage in Supreme Court/Burke,DJ
3-3-75	Filed Order to show cause why Trustee should not be authorized to issue certificates of indebtedness re Brighton Colony II, ret. 3/10/75.-Burke,DJ
3-10-75	Order to show cause re Brighton Colony. No opposition. Motion by Unadilla Silo Co. adj. to 4/14/75.; Adj. to 4/28/75
3-12-75	Motion by Amadori Construction Co. To be submitted Friday.
3-20-75	Filed Trustee's Answer and Affidavit of Thomas H. Traynor
" "	Filed Order authorizing Trustee to Borrow additional \$100,000.00 on secured basis to complete real estate construction on Brighton Colony II.-Burke,DJ
" "	Filed Order fixing hearing to show cause why Trustee should not be authorized to issue certificates of indebtedness re Whitney Ridge, etc., ret. 4/14/75.-Burke,DJ
4-2-75	Filed in Rochester, Trustee's financial report for year commencing February 1, 1974.
" "	Filed in Rochester, Trustee's report for the Month of February, 1975.
4-14-75	Adj. to 4/28/75
4-28-75	Order to Show Cause re Whitney Ridge, Adj. to 5/12/75
" "	Motion by Marine Midland, Adj. to 5/12/75
" "	Motion by Unadillo Silo Co., To Be Submitted two weeks from today.
continued	
2-4-75	Filed Application of Amadori Construction Co., Inc. to vacate stay, etc.
2-4-75	Filed letter dated 2/4/75 from the Hon. Harold P. Burke to Francis X. Murphy

Docket Entries.

#3

Stanndco Developers, Inc.

BK-74-282

DOCKET NUMBER

DATE	PROCEEDINGS
5-8-75	Filed Motion by James Talcott, Inc. for Order modifying stay of suits and granting leave to foreclose mortgage, ret. 5/27/75.
5-12-75	Order to Show Cause re Whitney Ridge, Adj. to 5/27/75
" "	Motion by Marine Midland, Adj. to 6/9/75.
5-10-75	Received affidavit of John S. Davidge of Hinman, Howard & Kattell in support of pltf's motion to proceed in Supreme Court of Otsego County.
5-27-75	Filed Decision & Order denying Unadilla Silo's motion to proceed in the action in the New York Supreme Court.-Burke,DJ
" "	Filed Decision & Order denying Amadori Construction Co.'s motion for a modification of the stay issued by this Court etc.-Burke,DJ
6-2-75	Filed Memorandum in Support of application of James Talcott, Inc. for modification of stay of suits and for leave to foreclose mortgage by Weil, Gotshal & Manges.
5-27-75	Order to Show Cause re Whitney Ridge, Adj. to 6/9/75
" "	Motion by James Talcott Inc. to modify stay of suits and to foreclose mortgage. To be submitted 6/9/75.
" "	Hearing on application of Trustee to complete compromise with M&T, etc. No opposition.
6-6-75	Filed Order Authorizing Issuance of certificates of indebtedness re Whitney Ridge.-Burke,DJ
6-10-75	Filed Affidavit of mailing of application and Order to show cause re Willow Pond, Penfield, New York.
" "	Filed Affidavit of mailing of application and Order to show cause re Certificates of Indebtedness re Whitney Ridge Couplets.
" "	Filed Affidavit in response to Motion by James Talcott, Inc. dated 5/2/75, filed 5/8/75.
" "	Filed Notice of Appeal of Petitioner Francis X. Murphy, Attorney for Amadori Construction Co., Inc. (mailed copy to George Loffenberg, and Clerk CCA with copy of docket entries); Forms C and D mailed to Mr. Murphy.
6-9-75	Motion by Marine Midland Bank-Western to vacate portion of order dated 2/5/74. Settled
" "	Order to show cause why Trustee should not be authorized to issue certificates of indebtedness re Whitney Ridge. Adj. to 6/23/75.
6-13-75	Filed in Rochester, Order approving compromise with M&T and vacating Court Order dated 2/5/74 etc.-Burke,DJ
6-26-75	Original pertinent papers, docket entries and Clerk's certificate mailed to Clerk, CCA
6-23-75	Hearing on Order To Show Cause re Whitney Ridge. Off the calendar.
7-2-75	Filed Order To Show Cause why Trustee should not be authorized to consolidate secured debt, borrow funds on secured certificates of indebtedness, etc. ret. July 14, 1975.-Burke,DJ
7-7-75	Filed Application and Order authorizing Trustee to complete the sales of Three Couplets in Whitney Ridge Project.-Burke,DJ

Complaint.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

In the Matter of
STANNDCO DEVELOPERS, INC.

IN PROCEEDING FOR THE
REORGANIZATION OF STANNDCC
DEVELOPERS, INC.

AMADORI CONSTRUCTION CO., INC.
65 Jackson Street
Lackawanna, New York

BK 74 282

plaintiff

v

GEORGE HOFFENBERG, Trustee in Reorganization
of Stanndco Developers, Inc.

and

Travelers Indemnity Company
1700 Main Place
Buffalo, New York

defendants

Plaintiff by Francis X. Murphy its attorney for its
complaint alleges:

1. On February 5, 1974 Stanndco Developers, Inc. filed a petition in this court seeking a reorganization under Chapter X of the Bankruptcy Act. Said petition was approved by Hon. Harold P. Burke, U. S. District Court Judge and an order was granted the same day appointing George Hoffenberg, Trustee in Reorganization of Stanndco Developers, Inc.

2. Prior to the filing of said petition the plaintiff Amadori Construction Co Inc had entered into a contract with Stanndco Developers, Inc. for the rental of a back hoe, to wit Koching 1066 Back Hoe for the agreed price and reasonable

Complaint.

value of \$13,910.00 and had agreed to pay plaintiff the same. Plaintiff fully performed the contract on its part to be performed but Stanndco Developers, Inc. did not, paying only the sum of \$2,410.00 leaving justly due and owing to the plaintiff the sum of \$11,500.00 plus interest from April 4, 1973.

3. Said equipment was used upon and in connection with the improvement of the following real property owned by Stanndco Developers, Inc:

"Willow Pond Plan Unit Development, being approximately 103 acres of land on Penfield Road, Town of Penfield, County of Monroe and State of New York."

4. On or about September 20, 1973 and within four months after the last item of materials were furnished plaintiff duly filed a mechanics lien against the foregoing premises in the Office of the County Clerk of the County of Monroe.

5. Thereafter and on or about October 1, 1973, the co-defendant, Travelers Indemnity Company as surety and Stanndco Developers, Inc., as principal filed an undertaking of \$13,000.00 conditioned for the payment of any judgment against property in any action to enforce the mechanics lien and an order was thereupon entered directing cancellation of the mechanics lien. A copy of this order is annexed hereto.

Complaint.

6. On or about November 7, 1973 plaintiff commenced an action in Supreme Court, County of Erie against Stanndco Developers, Inc. and Travelers Indemnity Company for Foreclosure of said mechanics lien against the real property in form only for the purpose of satisfying the conditions of the bond used to discharge the lien and for a money judgment against Stanndco Developers, Inc. and Travelers Indemnity Company in the amount of \$11,500.00 with interest from April 4, 1973 and costs.

7. The summons and complaint were personally served upon Stanndco Developers Inc. on November 15, 1973 and upon Travelers Indemnity Company on November 7, 1973.

8. The order of February 5, 1974 of this court appointing George Hoffenberg, Trustee in Reorganization, of Stanndco Developers, Inc. contained the following stay:

"That until final decree or the further order of this court, all creditors and stockholders, and all sheriffs, marshals and other officers, and their respective attorneys, agents and employee, and all other persons, firms and corporations, shall be, and they are hereby jointly and severally enjoined and stayed from commencing or continuing the prosecution of any action at law or suit or proceeding in equity against said Debtor or said Trustee in any court, or from executing or issuing or causing the execution or issuance out of any court of any writ, process, summons, attachment, subpoena, repleving, execution, or other process for the purpose of impounding or taking possession of or interfering with or enforcing a lien upon any property owned by or in possession of the said Debtor or said Trustee, and from doing any act or thing whatsoever to interfere with the possession or management by said Debtor or said Trustee of the property and assets of the

Complaint.

Debtor, or in any way to interfere with said Trustee in the discharge of his duties herein, or to interfere with said Trustee in the discharge of his duties herein, or to interfere in any manner during the pendency of this proceeding with the exclusive jurisdiction of this Court over said Debtor and said Trustee in their respective properties; and all persons, firms or corporations owning any lands or buildings occupied by said Debtor or said Trustee or wherein is contained any property of the Debtor be, and they hereby are, jointly and severally, stayed, pending the further order of this Court, from removing or interfering with any such property"

9. By force of the mechanics lien release bond above referred to the plaintiff has no claim against the real estate owned by Stanndco Developers, Inc. It has in place thereof solely the personal obligation of Travelers Indemnity Company that it will pay up to \$13,000.00 to the plaintiff. The premises owned by Stanndco Developers, Inc. is, by force of the mechanics lien release bond given by Travelers Indemnity Company, free and clear of any lien created by the plaintiff's notice of mechanics lien and it is as fully available for any Plan of Reorganization that the Trustee may propose as if the mechanics lien did not exist.

10. No purpose beneficial to the Trustee in Reorganization is served by the continuation of a stay in favor of the surety; it serves only to benefit the surety, Traveners Insurance Company. The whole purpose of a mechanics lien release would be frustrated if proceedings by or against a Debtor under the Bankruptcy Act operated to stay legal rights in favor of the

Complaint.

plaintiff against the surety who is not itself in reorganization or bankruptcy.

11. The terms of the stay order by their terms and by the Bankruptcy Act are operative only as a stay of proceedings against the Debtor or the Trustee not against third parties.

12. Plaintiff demands that the stay of proceedings be modified so as to specially provide that the plaintiff may continue its action in Supreme Court, Erie County, against Travelers Indemnity Company to final judgment without any personal judgment being sought against the Debtor, Stanndco Developers, Inc.

13. True copies of the notice of mechanics lien, summons and complaint in the State court action are annexed hereto and made a part hereof.

WHEREFORE, plaintiff demands judgment that an order issue authorizing the plaintiff to proceed to judgment against Travelers Indemnity Company in the action in Supreme Court, Erie County, between plaintiff and Stanndco Developers, Inc., Travelers Indemnity Company and Hugh Howlett without personal judgment against the Debtor, Stanndco Developers, Inc. or its Trustee in Reorganization and that plaintiff have such other and different and further relief as may be just, proper and necessary.

Francis X. Murphy
FRANCIS X. MURPHY
Attorney for plaintiff
914 Abbott Road
Buffalo, NY 14226

STATE OF NEW YORK
SUPREME COURT

:

COUNTY OF ERIE

AMADORI CONSTRUCTION CO., INC.
65 Jackson Street
Lackawanna, New York

Plaintiff

-vs-

STANNDCO DEVELOPERS, INC.
40 Wildbriar Road
Rochester, New York

TRAVELERS INDEMNITY COMPANY
1700 Main Place
Buffalo, New York

HUGH HOWLETT
Rochester, New York

Defendants

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on the plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Plaintiff resides in the County of ERIE.

Trial to be held in the County of ERIE.

DATED: November 2, 1973

PETER A. VINOLUS
Attorney for Plaintiff
Office & P. O. Address
609 Ridge Road
Lackawanna, New York 14218

Complaint in State Court.

STATE OF NEW YORK
SUPREME COURT

:

COUNTY OF ERIE

AMADORI CONSTRUCTION CO., INC.
65 Jackson Street
Lackawanna, New York

Plaintiff

-vs-

STANNDSCO DEVELOPERS, INC.
40 Wildbriar Road
Rochester, New York

TRAVELERS INDEMNITY COMPANY
1700 Main Place
Buffalo, New York

HUGH HOWLETT
Rochester, New York

Defendants

Plaintiff complaining of the defendants alleges:

FIRST: That at all times hereinafter mentioned, the plaintiff was and still is a corporation duly organized and existing under and by virtue of the laws of the State of New York, with a principal place of business located at 65 Jackson Street in the City of Lackawanna, County of Erie and State of New York.

SECOND: That upon information and belief and at all times hereinafter mentioned, the defendant, STANNDSCO DEVELOPERS, INC., was and still is a corporation duly organized and existing under and by virtue of the laws of the State of New York, with a place of business located at 40 Wildbriar Road, Rochester, New York.

THIRD: That upon information and belief and at all times hereinafter mentioned, the defendant, TRAVELERS INDEMNITY COMPANY, was and still is a corporation organized and existing

Complaint in State Court.

under and by virtue of the laws of the State of Connecticut, and duly organized to transact the business of suretyship in the State of New York under and by virtue of the laws of the State of New York with a place of business located at Suite 1700 Main Place, Buffalo, New York.

FOURTH: That upon information and belief and at all times hereinafter mentioned, the defendant, HUGH HOWLETT, was and still is an agent, servant or employee of the defendant, STANNDCO DEVELOPERS, INC.; and upon information and belief, was duly authorized by the said defendant, STANNDCO DEVELOPERS, INC. to act as its duly accredited agent and representative in all dealings and transactions with the plaintiff mentioned herein.

FIFTH: On or about April 1, 1973, the defendant, STANNDCO DEVELOPERS, INC. was and still is the owner of the following described premises:

"Willow Pond Plan Unit Development,
being approximately 103 acres of land
on Penfield Road, Town of Penfield,
County of Monroe and State of New
York."

SIXTH: Between April 4, 1973 and May 28, 1973, the plaintiff at the special instance and request of the defendants, STANNDCO DEVELOPERS, INC. and HUGH HOWLETT, supplied certain materials to the said defendants, consisting of the rental of one (1) Koehing 1066 Back hoe of the agreed price and reasonable value of \$13,910.00.

SEVENTH: That the defendant, STANNDCO DEVELOPERS, INC. has paid to the plaintiff, the sum of \$2,410.00, and there is a balance due and owing in the amount of \$11,500.00 to the

Complaint in State Court.

plaintiff, no part of which has been paid although payment thereof has been duly demanded.

EIGHTH: That the materials supplied in connection therewith were furnished by the plaintiff for the improvement of the real property described and were so rendered and furnished and so used with the knowledge, consent and approval of the defendants.

NINTH: That on or about September 20, 1973 and within four (4) months after the time when the last items of material were furnished, the plaintiff caused to be filed in the Office of the Clerk of the County of Monroe, a Notice of Lien, in writing, which notice did state the business address of the lienor, the name of the owner of the real property against whose interest therein a lien was claimed and the interest of the owner as far as known to the lienor, the name of the person by whom the lienor was employed and to whom the plaintiff as such lienor furnished the material in connection therewith; the materials furnished and the agreed price and value thereof; the unpaid amount of the materials furnished in connection therewith; the time when the first and last items of such materials in connection therewith were furnished; the property subject to the lien with a description sufficient for identification, being the same property as described in this Complaint; and that the notice duly complied with the Statute of the State of New York in such cases made and provided. A copy of the Notice of Lien is hereto attached, and made a part of this Complaint. Such lien was on September 20, 1973 duly docketed by the Clerk in the lien docket kept by him in his office for that purpose, and a copy was duly served upon

Complaint in State Court.

the defendant, STANNDCO DEVELOPERS, INC., the owner of the real property.

TENTH: The lien has not been paid, waived, cancelled or discharged and no proceedings either at law or in equity have ever been brought to recover the claim of the plaintiff or any part thereof, except that the lien was on or about October 1, 1973, discharged by an Order of the Supreme Court, Monroe County, which order was duly made and entered on or about October 1, 1973, upon the execution, delivery and filing of the undertaking hereinafter mentioned.

ELEVENTH: That on or about October 1, 1973, the defendant, STANNDCO DEVELOPERS, INC., as principal, and the defendant, TRAVELERS INDEMNITY COMPANY, as surety, duly made, executed and delivered an undertaking, in writing, in due form to the Clerk of the County of Monroe in the sum of \$13,000.00 conditioned for the payment of any judgment that may be rendered against the property in any action to enforce the lien; and the bond or undertaking was duly approved by the HONORABLE CLARENCE H. BRISCOE, Justice of the Supreme Court in the County of Monroe and filed with the County Clerk on Sept. 26, 1973; and an order was duly made on or about October 1, 1973 by the Supreme Court of Monroe County discharging the lien and directing its cancellation by the Clerk of Monroe County, which order was duly entered and filed in the Office of the Clerk of the County of Monroe at the same time with the bond; and thereupon the Clerk did cancel the notice of Lien and the premises were discharged of the lien.

Complaint in State Court.

TWELFTH: On information and belief, no persons have or claim to have any subsequent liens or claims against the premises by way of judgment, mortgage or otherwise.

THIRTEENTH: That the defendant, TRAVELERS INDEMNITY COMPANY, is the surety on the undertaking to discharge plaintiff's lien and for that reason is made a party hereto and a personal judgment is asked against it.

FOURTEENTH: That no other action or proceeding has been brought to enforce the lien of the plaintiff or to recover upon the debt owing to plaintiff or to recover any part thereof.

WHEREFORE, plaintiff demands judgment:

1. That the amount due upon plaintiff's lien and claim be ascertained and adjudged;
2. That plaintiff be determined and adjudged to have a valid and subsisting lien upon the interest of STANNDCO DEVELOPERS, INC., the owner, in the real property above described until the time of its cancellation and discharge by the filing of the bond;
3. That the plaintiff have judgment for the enforcement of the lien against the real property, in form only for the purposes of satisfying the conditions of the bond;
4. That the surety be declared liable by virtue thereof;
5. That the plaintiff have judgment against the defendants for the sum of \$11,500.00 with interest thereon from April 4, 1973, together with the costs and disbursements of this action;

Complaint in State Court.

6. That in case it be determined and adjudged that the plaintiff did not have a valid and subsisting lien upon the real property at the time of the cancellation and discharge thereof by the filing of the bond, the plaintiff may have a personal judgment against the defendants, STANNDCO DEVELOPERS, INC. and HUGH HOWLETT, for the sum of \$11,500.00, with interest thereon from April 4, 1973 together with the costs and disbursements of this action;

7. That the plaintiff have such further relief as the Court deems just.

PETER A. VINOLUS
Attorney for Plaintiff
Office & P. O. Address
609 Ridge Road
Lackawanna, New York 14218

Complaint in State Court.

T 365—Notice of Lien—To be filed with County Clerk.
Individual, Co-partnership or Corporation. REVISED 1966.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

NOTICE UNDER MECHANIC'S LIEN LAW

To the Clerk of the County of Monroe and all others whom it may concern
Please Take Notice, that (1.) Amadori Construction Co., Inc.

residing at _____
in the _____
and _____
residing at _____
in the _____
being (~~an unincorporated~~) (a corporation) ~~incorporated~~ _____
whose business address is at 65 Jackson Street, Lackawanna, New York
in the City of Lackawanna and whose principal place of business is at
65 Jackson Street in the City of Lackawanna
have and claim a lien for the principal and interest of the price and value of the labor and material hereinafter mentioned, upon the house, building and appurtenances, and upon the lot, premises and parcel of land upon which the same may stand, or be intended to stand, hereinafter mentioned, pursuant to the Lien Law of the State of New York and all acts amending or extending the same or providing for the filing of mechanic's liens; or in force in said County in reference to mechanic's liens, and hereby states:

(1a.) The name and address of lienor's attorney, if any Peter A. Vinolus, 609 Ridge Road, Lackawanna, New York 14218

(2.) The name of the owner of the real property against whose interest therein a lien is claimed is Stannard Developers, Inc.
and the interest of the owner as far as known to the lienor is fee simple

(3.) The name of the person by whom the lienor was (were) employed is Hugh Howlett

The name of the person to whom the lienor furnished or is (are) to furnish materials or for whom the lienor performed or is to perform professional services is Hugh Howlett

The name of the person with whom the contract was made is Hugh Howlett

(4.) The labor performed was _____

The material furnished was rental of one (1) Koehing 1066 Back hoe

The material actually manufactured for but not delivered to the real property is:
none

The agreed price and value of the labor performed is _____

The agreed price and value of the material furnished is \$13,910.00

The agreed price and value of the material actually manufactured for but not delivered to the real property is _____

Total agreed price and value \$13,910.00

(5.) The amount unpaid to the lienor for said labor performed is _____

The amount unpaid to the lienor for said material furnished is 11,500.00

The amount unpaid to the lienor for the material actually manufactured for but not delivered to the real property is _____

Total amount unpaid \$11,500.00

The total amount claimed for which this lien is filed is \$11,500.00

(6.) The time when the first item of work was performed was _____

The time when the first item of material was furnished was April 1 19 73

The time when the last item of work was performed was _____ 19 _____

The time when the last item of material was furnished was May 28 19 73

(7.) The property subject to the lien is situated in Town of Penfield, New York,
being approximately 103 acres of land situated on Penfield
Road, County of Monroe, Town of Penfield, State of New York,
and known as Willow Pond Plan Unit Development.

Complaint in State Court.

That said labor and materials were performed and furnished for and used in the improvement of the real property hereinbefore described.

That four months have not elapsed dating from the last item of work performed, or from the last items of materials furnished, or since the completion of the contract, or since the final performance of the work, or since the final furnishing of the materials for which this lien is claimed.

September 19

1973

State of New York, County of

ss:

being duly sworn, says that deponent is (one of the co-partnership named in the within notice of lien) and the claimant mentioned in the foregoing notice of lien; that deponent has read the said notice and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

Sworn to before me this

day of

19

State of New York, County of Erie

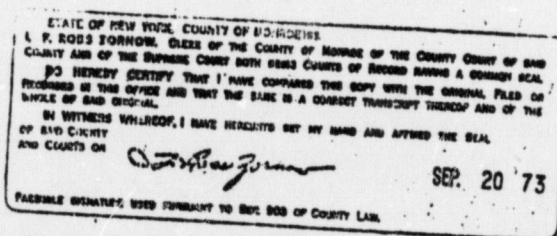
ss:

Robert Amadori

being duly sworn, deposes and says that deponent is the **President** of **Amadori Construction Co., Inc.** herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true.

The reason why this verification is made by deponent is that deponent is an officer, to wit, the **President** of **Amadori Construction Co., Inc.** which is a **domestic** corporation, and deponent is familiar with the facts and circumstances herein.

The sources of deponent's information and the grounds of deponent's belief as to all matters not therein stated upon deponent's knowledge are as follows:

**Mechanic's Lien****AMADORI CONSTRUCTION CO., INC.**

65 Jackson Street

Business Address Lackawanna, N. Y.

against

TANNDCO DEVELOPERS, INC.1 Wild Brier Road
Chester, New York 14623 Owner

Contractor

Notice of Lien

Amount, \$ 11,500.00

Filed, Sept. 19 73

Premises known as Willow Pond Plan Unit Development HEREIN being approximately 103 acres of land on Penfield Road, Town of Penfield, County of Monroe and State of New York.

PETER A. VINOLUSAttorney(s) for Lienor
Post Office Address and Telephone Number

609 Ridge Road

Lackawanna, N. Y. 14218

822-9929

Area Code 716

Complaint in State Court.

Amadori Construction Co. Inc. 1/6 546 7000
 WESTERN DISTRICT OF NEW YORK
 Rochester

February 4, 1975

MEMBERS OF
 H. P. BURKE
 DISTRICT JUDGE

Francis X. Murphy
 Attorney at Law
 914 Abbott Road
 Buffalo, New York 14220

Re: Stanndco Developers, Inc., in reorganization.
 Amadori Construction Co. Inc.

Dear Sir:

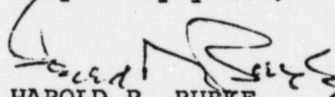
The Clerk has sent to me your letter dated January 29, 1975 to Bankruptcy Judge Hayes in which you enclosed for filing a complaint against the Trustee in Reorganization of Stanndco Developers Inc. and Travelers Indemnity Company.

Stanndco Developers Inc. is in reorganization in this court. It has not been referred to the Bankruptcy Court. This letter will serve as notice that I shall treat your papers as a motion that Amadori Construction Co. Inc. be authorized to proceed to judgment against Travelers Indemnity Company in an action in Supreme Court, Erie County, between Amadori Construction Co. Inc. vs. Stanndco Developers Inc. and Travelers Indemnity Company and Hugh Howlett, no personal judgment being sought against Stanndco Developers Inc. or the Trustee in Reorganization. The motion will be called for argument before this court at the United States Court House, Rochester, New York, on February 24, 1975 at 10:00 A.M.

A copy of this letter is being sent to Burns, Suter & Doyle as attorneys for Stanndco Developers Inc. and the Trustee in Reorganization.

This procedure is less cumbersome than your proposed action and will accomplish the same result in a much easier way.

Very truly yours,


 HAROLD P. BURKE
 U. S. District Judge

cc: Clerk, U. S. District Court, Western District of N.Y.
 Burns, Suter & Doyle, Attorneys at Law
 529 Times Square Building, Rochester, New York 14614

Answer of Trustee.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

In the Matter of
STANNDCO DEVELOPERS, INC.,

IN PROCEEDING FOR THE
REORGANIZATION OF STANNDCO
DEVELOPERS, INC.,

BK-74-282

AMADORI CONSTRUCTION CO., INC.
65 Jackson Street
Lackawanna, New York

Plaintiff

v

GEORGE HOFFENBERG, Trustee in Reorganization
of Stanncco Developers, Inc.

and

Travelers Indemnity Company
1700 Main Place
Buffalo, New York

Defendants

The Defendant, GEORGE HOFFENBERG, as Trustee, by JAMES B. DOYLE, his attorney, for his Answer to the Plaintiff's Complaint herein alleges:

1. Without consideration of the merits of the claim and without admitting there is any indebtedness to the Plaintiff as alleged in Paragraph 2, disputes the Plaintiff's right to the relief demanded in its Complaint.
2. Paragraphs 9 and 10 of the Plaintiff's Complaint consist of a spurious argument. It is not true that the Stay Order granted by this Court enures only to the benefit of the Travelers Insurance Company. Such an argument overlooks the most fundamental and elementary principle of suretyship. If Travelers Indemnity Company is obliged to pay the Plaintiff here, then the Travelers will be subrogated as against the Trustee and, thereupon, will be immediately entitled to full reimbursement. Any such resolution would absolutely destroy the entire scope of Chapter X Arrangement. The Plaintiff in this instance is one of a class of a great many creditors who have alleged Mechanic's Lien status. To allow this Plaintiff to succeed in its efforts to obtain full payment at


Answer of Trustee.

this stage of the Proceedings would violate the right of every other creditor of the same class. This particular Proceeding is at a stage where it is absolutely impossible to determine the individual rights of any one creditor of such class.

3. This same Plaintiff herein made a Motion when represented by different counsel in Erie County Supreme Court and on that occasion the Motion for Summary Judgment was summarily denied.

4. Unless the status quo of all creditors without preference or discrimination is maintained by continuing the Restraining Order granted by this Court in favor of the Trustee at the inception of this Proceeding and the Motion of this particular creditor and any and all others like it is denied, the Trustee will be completely frustrated and absolutely unable to continue his activities in operating the debtor venture.

WHEREFORE, the Trustee urgently requests the Court to continue its Injunction indefinitely until a Plan of Reorganization can be formulated treating each and every creditor of the debtor fairly and equitably and, finally, respectfully requests this Court to deny the Plaintiff the relief demanded in its Complaint and for such other and further relief as may be just in the premises.



JAMES B. DOYLE
as Attorney for Defendant,
GEORGE HOFFENBERG, as Trustee
529 Times Square Building
Rochester, New York 14614

Affidavit of Thomas H. Traynor.

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**

In the Matter of
STANEDCO DEVELOPERS, INC.

IN PROCEEDING FOR THE
REORGANIZATION OF STANEDCO
DEVELOPERS, INC.

BK-74-282

ANADORI CONSTRUCTION CO., INC.
65 Jackson Street
Lackawanna, New York

Plaintiff

-vs-

GEORGE HOFFENBERG, Trustee in Reorganization
of Stanedco Developers, Inc.

and

Travelers Indemnity Company
1700 Main Place
Buffalo, New York

Defendants

STATE OF NEW YORK)
COUNTY OF MONROE) ss:
CITY OF ROCHESTER)

THOMAS H. GRAYNOR, being duly sworn, deposes and says:

1. That he is an officer and employee of the debtor in this proceeding and has been continuously employed by the debtor-corporation for the past ten (10) years or more.
2. Deponent is thoroughly familiar with the background and history of the Anadori Construction Co., Inc. Mechanic's Lien matter.
3. That in order to obtain a surety bond to discharge the Mechanic's Lien filed by Anadori Construction Co., Inc. on or about September 20th, 1973, it was necessary to obtain and use mortgage monies from the Manufacturers and Traders Trust Company in an amount of Thirteen Thousand Dollars (\$13,000.00) and that as a result of such borrowing, the Manufacturers and Traders Trust Company issued an irrevocable letter of credit, a copy of

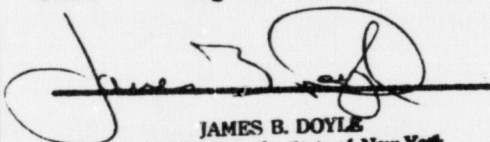
Affidavit of Thomas H. Traynor.

which is hereunto annexed, to the Travelers Indemnity Company on September 27th, 1973, and that immediately thereafter, and in reliance thereon, the Travelers Indemnity Company issued its bond to discharge the Mechanic's Lien filed by Amadori Construction Co., Inc., and that the end result was and is, that Standco monies were required and used for the purpose of discharging the Lien by surety bond.

THOMAS H. TRAYNOR
Thomas H. Traynor

Sworn to before me

this 17th day of March, 1975 .



JAMES B. DOYLE
Notary Public in the State of New York
MONROE COUNTY, N. Y.
Commission Expires March 30, 1975



Letter of Credit.

Manufacturers and Traders Trust Company
ONE M&T PLAZA BUFFALO, NEW YORK 14240

International Inc.
Cable Address
Traders Bank
Telex Number
81-347

September 27, 1973

IRREVOCABLE LETTER OF CREDIT NO. 1124

The Travelers Indemnity Company
Suite 1700, Main Place
Buffalo, New York

Gentlemen:

We hereby authorize you to draw upon us in an aggregate amount not to exceed U.S. \$13,000.00 (U.S. Dollars Thirteen Thousand) available by your draft at sight, accompanied by your written certification stating that you have incurred liability by reason of your execution of a surety bond on behalf of Stanndco Developers Inc., such surety bond being issued in connection with release of mechanics lien filed by Amadori Construction Company, Inc.

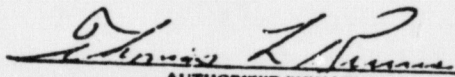
Except as otherwise expressly stated herein, our commitments hereunder are subject to the Uniform Customs and Practice for Commercial Documentary Credits fixed by the International Chamber of Commerce (1962 Revision) Brochure No. 222.

All drafts under this credit should bear the clause, "Drawn under M & T Trust Co., International Division, One M & T Plaza, Buffalo, New York Letter of Credit #1124 dated September 27, 1973."

We hereby agree with you that all drafts drawn by virtue of this credit and in accordance with the terms stated herein, shall meet with due honor upon presentation and delivery of documents as specified to the M & T Trust Company, International Division, One M & T Plaza, Buffalo, New York if drawn and presented at this office on or before September 27, 1974.

It is also, however, a condition of this letter of credit that it shall be extended for additional periods of one year from the final acceptance date unless 30 days prior to such date we shall notify you in writing that we elect not to renew this letter of credit for such additional periods. However, at your discretion, at any time prior to the expiration of this letter of credit, you may draw hereunder by means of your draft on us at sight accompanied by your written certification that you have no released liability under the aforesaid bond(s) or undertaking(s) and that the proceeds of your draft will be used by you to meet eventual payments under your bond(s) or undertaking(s) and further, that in the event your liability under your bond(s) or undertaking(s) is satisfied, you will refund to us the amount paid, less any amounts which may have been paid by you in the meantime under your bond(s) or undertaking(s) and any unpaid premium due on said bond(s) or undertaking(s).

We engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honored.


AUTHORIZED SIGNATURE

Order of Hon. Harold P. Burke U.S.D.J. Appealed From.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

In the Matter

of

BK-74-282

STANNDCO DEVELOPERS, INC.,

Debtor

Motion of Amadori Construction Co.
Inc., to modify stay of proceedings
in the New York Supreme Court, Erie
County, vs. Stannndce Developers Inc.
and Travellers Indemnity Company for
foreclosure of mechanics' lien.

Francis X. Murphy
914 Abbott Road
Buffalo, N.Y. 14220
Attorney for Amadori Construction Co.

James B. Doyle
45 Exchange Street
Rochester, N.Y. 14614
Attorney for Trustee in reorganization

The motion came on for argument on March 10, 1975
and was submitted by the parties on written memoranda.

Amadori Construction Co. Inc., prior to the filing
of the petition for reorganization, had entered into a
contract with the debtor for the rental of a backhoe for the
agreed price of \$13,910.00. The debtor paid on account
\$2410.00 leaving a balance of \$11,500.00 with interest. On
September 20, 1973 Amadori Construction Co. filed a mechanics'
lien on real property owned by the debtor in the Monroe County

Order of Hon. Harold P. Burke U.S.D.J. Appealed From.

- 2 -

Clerk's Office. On October 1, 1973 Travellers Indemnity Company as surety and Stanndco Developers Inc. filed an undertaking of \$13,000.00 conditioned for the payment of any judgment against property in any action to enforce the lien. Thereupon the mechanics' lien was cancelled.

On November 7, 1973 plaintiff commenced an action in the Supreme Court, Erie County, against the debtor and Travellers Indemnity Company for foreclosure of the lien. On February 5, 1974 this court appointed George Hoffenberg Trustee in Reorganization of Stanndco Developers Inc., a Chapter X proceeding.

To discharge the mechanics' lien, it was necessary for Stanndco Developers Inc. to obtain and use the proceeds of mortgage moneys from Manufacturers and Traders Trust Company of \$13,000.00. As a result of such borrowing, the bank issued an irrevocable letter of credit to Travellers Indemnity Company on September 27, 1973. Immediately thereafter and in reliance thereon, the Travellers Indemnity Company issued its bond to discharge the mechanics' lien. Thus the funds of Stanndco Developers Inc. were used for the purpose of discharging the lien by obtaining the surety bond.

By this motion Amadori Construction Co. Inc. seeks a modification of the stay heretofore issued by this court so

Order of Hon. Harold P. Burke U.S.D.J. Appealed From.

- 3 -

as to provide that Amadori Construction Co. Inc. may continue its action in the New York Supreme Court against Travellers Indemnity Company to final judgment without any personal judgment being sought against the debtor or the Trustee in Reorganization.

Amadori Construction Co. Inc. is a creditor of the debtor. It now holds the bond instead of the lien. If this court should grant the relief sought on this motion it would in effect be lending the assistance of this court to Amadori Construction Co. to secure a preference by obtaining payment in full of its claim over other creditors who claim to be creditors secured by mechanics' liens. The result would be a violation of the rights of every other creditor of the same class.

The motion is in all respects denied.

SO ORDERED.

Harold P. Burke
HAROLD P. BURKE
United States District Judge

May 23, 1975.

Notice of Appeal.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

IN THE MATTER
OF
STANNDCO DEVELOPERS, INC., DEBTOR

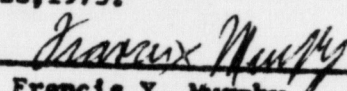
NOTICE OF APPEAL

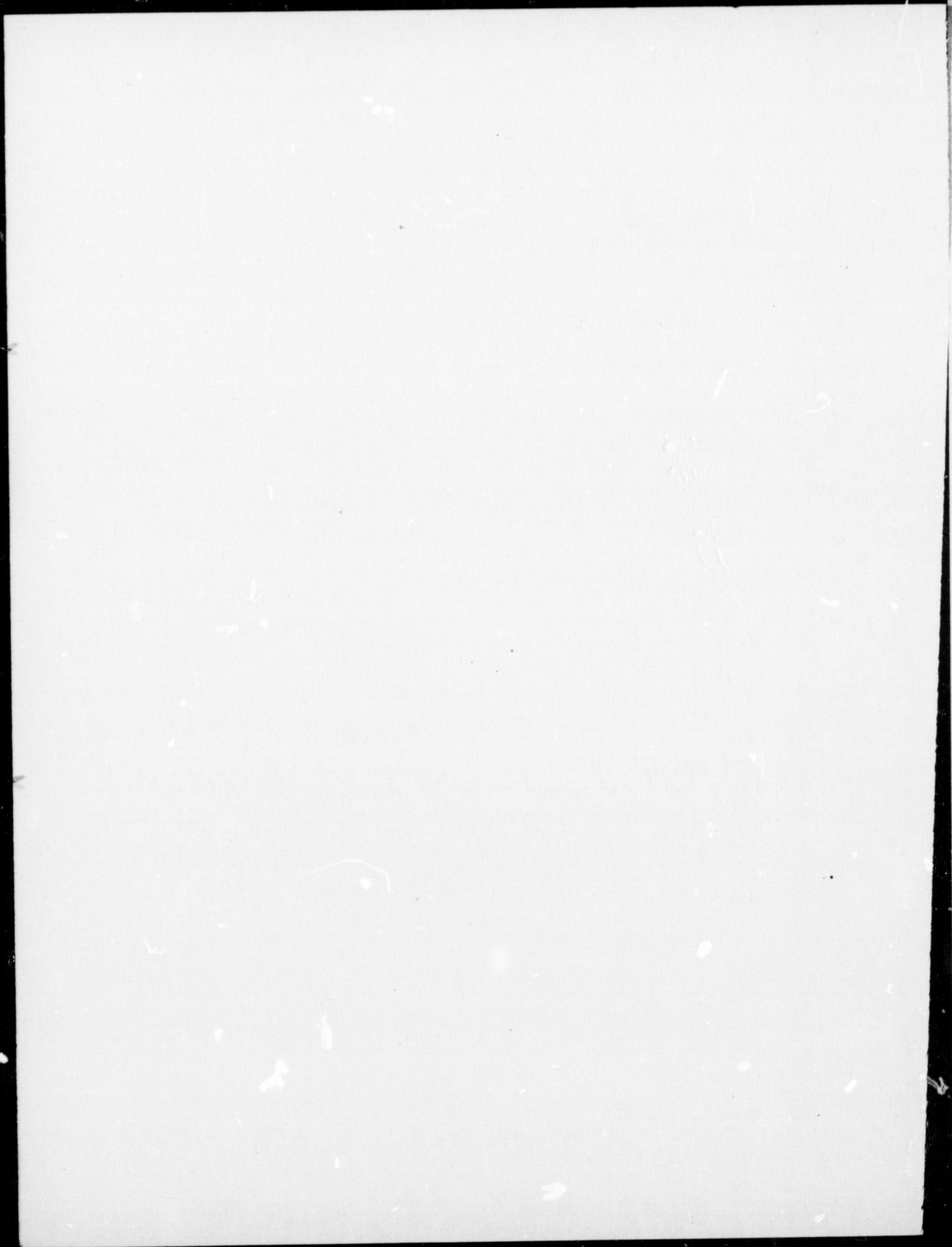
Motion of Amadori Construction Co, Inc
to modify stay of proceedings in the
New York Supreme Court, Erie County vs
Stanndco Developers, Inc and Travelers
Indemnity Company for foreclosure of
mechanics lien

BK-74-282

Notice is hereby given that Amadori Construction Co, Inc
Petitioner above named hereby appeals to the United States Court
of Appeals for the Second Circuit from the order of Hon Harold
P. Burke dated May 23, 1975 denying Petitioner's application for
leave to modify the stay of proceedings so as to permit proceeding
to judgment against surety on the mechanics lien bond, Travelers
Indemnity Company without any personal judgment being sought
against the Debtor in Reorganization, and from each and every
part of said order entered May 23, 1975.

June 6, 1975


Francis X. Murphy
Attorney for Petitioner
914 Abbott Road
Buffalo N.Y. 14220



AFFIDAVIT OF SERVICE BY MAIL

State of New York)
County of Genesee) ss.:
City of Batavia)

RE: Stanndco Developers, Inc. et al
Docket No. 75-5013

I, Leslie R. Johnson being
duly sworn, say: I am over eighteen years of age
and an employee of the Batavia Times Publishing
Company, Batavia, New York.

On the 15 day of July, 1975
I mailed 2 copies of a printed Appendix in
the above case, in a sealed, postpaid wrapper, to:

James B. Doyle, Esq.
529 Times Square Building
45 Exchange Street
Rochester, New York 14614

at the First Class Post Office in Batavia, New
York. The package was mailed Special Delivery at
about 4:00 P.M. on said date at the request of:

Francis X. Murphy, Esq.

914 Abbott Road, Buffalo, New York 14220

Leslie R. Johnson

Sworn to before me this

15 day of July, 1975

Monica Shaw

MONICA SHAW
NOTARY PUBLIC, State of N.Y., Genesee County
My Commission Expires March 30, 1977